

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Ice Miller Strategies LLC

**2. Registration Number**

7005

**3. Primary Address of Registrant**

200 Massachusetts Ave NW, Suite 400, Washington, DC 20001

**4. Name of Foreign Principal**

Government of the Republic of Liberia

**5. Address of Foreign Principal**

Ministry of State for Presidential Affairs, Executive Mansion, P.O. Box 9001, Capitol Hill  
Monrovia, Republic of Liberia  
LIBERIA

**6. Country/Region Represented**

LIBERIA

**7. Indicate whether the foreign principal is one of the following:**☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

See Appendix for Response

b) Name and title of official with whom registrant engages

See Appendix for Response

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

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09/02/2021

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Lawren Mills

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/s/Lawren Mills

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09/01/2021

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Lawren Mills

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/s/Lawren Mills



**Appendix**  
**Response to Item 8(a)**

**Item 8(a): If the foreign principal is a foreign government, state: Branch or agency represented by the registrant.**

Finance and Development and Planning  
Ministry of Justice and Attorney General

**Appendix**  
**Response to Item 8(b)**

**Item 8(b): If the foreign principal is a foreign government, state: Name and title of official with whom registrant engages.**

H.E. Samuel D. Tweah, Jr.

Cllr. Frank Musah Dean, Jr., Minister of Finance and Development Planning

Minister of Justice and Attorney General



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Ice Miller Strategies LLC

2. Registration Number  
7005

3. Name of Foreign Principal  
Government of the Republic of Liberia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/04/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Representing the Republic of Liberia before the U.S. Congress, the executive branch, and U.S.-based multilateral organizations that have interests and stakes in the Republic's economic and national security interests. Assisting the Republic of Liberia in developing and executing a U.S. media and press engagement strategy. Crafting a comprehensive brand, digital creative plan for the Republic with a focus on elevating the profile of Liberia's Reunion Bicentennial, tourism, and culture with Black Americans

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

We envision a representation that would encompass each of the following: lobbying, promotion, perception management, economic development, and preparation and dissemination of informational materials.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

09/01/2021Lawren Mills/s/Lawren Mills09/01/2021Lawren Mills/s/Lawren Mills

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

9/1/21	Lauren Mills	Lauren Mills

## **Appendix**

### **Response to Item 10**

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.**

We envision a representation that would encompass each of the following: lobbying, promotion, perception management, economic development, and preparation and dissemination of informational materials.

Assist the Government of Liberia to interact with U.S. policymakers in the national security and foreign policy agencies including through setting up discussions around key priorities for the Republic of Liberia and ways in which the United States and the Republic of Liberia can cooperate more effectively.

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200 Massachusetts Ave NW | Suite 400 | Washington DC, 20001

August 3, 2021

WRITER'S DIRECT NUMBER: 202-807-4014  
DIRECT FAX: 202-807-4029  
EMAIL: [JARROD.LOADHOLT@ICEMILLER.COM](mailto:JARROD.LOADHOLT@ICEMILLER.COM)

**VIA EMAIL**

Republic of Liberia  
Minister of Finance and Development Planning, H.E. Samuel D. Tweah Jr.  
Minister of Justice and Attorney General, Cllr. Frank Musah Dean, Jr.  
Monrovia  
Republic of Liberia

**RE: Letter of Engagement of Ice Miller LLP**

Your Excellencies:

We are pleased you have retained Ice Miller LLP to assist the Republic of Liberia in connection with government relations advice and counsel as described further in this letter. We appreciate the opportunity to be of service to you, alongside our partners at Strom Public Affairs (SPA) and Carbon Thread (CT). Ice Miller, led by Jarrod Loadholt, will spearhead the overall effort, and serve as the Republic's lead for representation in Washington. Ice Miller will manage the representation on behalf of the Republic through engagement with the Embassy of Liberia in Washington, D.C. and oversee the work of the other members of the team, namely SPA, led by Bakari Sellers, and CT, led by Brian Fitch.

It is our firm's policy to have an engagement letter with all of our clients. Please take a moment to review this letter (and the enclosed standard Ice Miller terms and conditions) to confirm our mutual understanding regarding your retention of Ice Miller, the scope of the engagement, and the basis on which we will provide legal services to you. The Statements of Work ("SOW") from SPA (Exhibit A) and CT (Exhibit B) with additional details of their work on behalf of the Republic is enclosed as Exhibits A and B to this Letter of Engagement..

**Client and Nature and Scope of the Relationship**

Working side by side with SPA and CT, Ice Miller will lead the public affairs representation along three verticals:

1. Representing the Republic of Liberia before the U.S. Congress, the Biden Administration, key U.S. federal agencies, and U.S.-based multilateral organizations that have interests and stakes in the Republic's economic and national security interests.
2. Developing and executing a U.S. media and press engagement strategy for the Republic, President Weah, and key officials to raise Liberia's profile in U.S. media and bring positive attention to the Republic with American and African American audiences.



Republic of Liberia  
Minister of Finance and Development Planning, H.E. Samuel D. Tweah Jr.  
Minister of Justice and Attorney General, Cllr. Frank Musah Dean, Jr.  
August 3, 2021

3. Crafting a comprehensive brand, digital, and creative plan for the Republic and President Weah with a focus on elevating the profile of Liberia's Reunion Bicentennial, tourism, and culture with Black Americans.

To ensure quick and productive progress toward the three verticals, we propose to work with you in various phases, which are described in more detail below.

*Phase 1 – Duration Two Months*

- Ice Miller's government relations team will work with its network of contacts in the United States Government and in the private sector to establish baseline of current views in Congress, Biden Administration, influential think tanks, and journalists toward the Republic of Liberia with the aim to:
  - Identify key areas of concern, and opportunities, in particular:
    - Opportunities to increase private foreign direct investment into the Republic of Liberia.
    - Assessing current views about the achievements of the Republic among members of the public and key audiences.
    - Promoting opportunities in the high technology sector for U.S. companies in the Republic of Liberia.
    - Leveraging our national team to bring new attention to positive developments in Liberia in states that we are aware are looking for opportunities for export-led industries, including Indiana, Ohio, Illinois, and Virginia.
  - We will build a comprehensive catalog of key players, focused on the transition and changes following the change in administration.
  - We will develop and maintain a timeline of key forthcoming events and opportunities for taking action and increasing engagement, working closely with the Embassy of the Republic of Liberia.
  - We will identify and develop an agenda for action around timelines and key events. During this phase we will develop a concrete set of objectives around a 3-, 6-, 9-, and 12-month timeline.

*Negative Affect*

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- Extraordinary*

### Level of the Relationship



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Republic of Liberia  
Minister of Finance and Development Planning, H.E. Samuel D. Tweah Jr.  
Minister of Justice and Attorney General, Cllr. Frank Musah Dean, Jr.  
August 3, 2021

confirmed by us in writing. No other party is being represented by us or intended to be benefited by our representation. Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve your interests in this engagement effectively, efficiently, and responsibly while endeavoring to accomplish your objectives.

I will be the primary contact as to this relationship with Ice Miller LLP. In addition, Guillermo Christensen, the Office Managing Partner for our Washington DC office, and Timothy Day, principal in Ice Miller Strategies, will assist with this matter. Any questions or concerns that may arise in this regard may always be directed to me.

**Compensation; Other Important Terms and Conditions**

As compensation for our work under the terms of this agreement, Ice Miller will be paid \$300,000 per year invoiced monthly for an amount not to exceed \$25,000 USD per month, plus expenses, for a period of 36 months, beginning on August 1, 2021, with an option to renew the agreement for a further 12 months.

SPA, through a separate statement of work enclosed herein, will be compensated \$120,000 per year invoiced monthly for an amount not to exceed \$10,000 USD per month, for a period of 36 months beginning on August 1, 2021, with an option to renew the agreement for a further 12 months. SPA will invoice the Republic directly.

CT, through a separate statement of work, will be compensated \$240,000 per year, invoiced monthly for an amount not to exceed \$20,000 USD per month, for a period of 36 months beginning on August 1, 2021, with an option to renew the agreement for a further 12 months. CT will invoice the Republic directly.

In addition to fees that we charge for our legal services, we also charge for ancillary services and expenses. Such charges and expenses may include non-routine photocopying, mileage, travel expenses and other similar charges specifically applicable to the engagement. Our charges and expenses for such ancillary services are pursuant to a schedule of charges, as the same is revised from time to time. A copy of current charges and expenses is available to you upon request.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services is enclosed. These terms and conditions, which cover various other aspects of this engagement, are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on your behalf.



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Republic of Liberia  
Minister of Finance and Development Planning, H.E. Samuel D. Tweah Jr.  
Minister of Justice and Attorney General, Cllr. Frank Musah Dean, Jr.  
August 3, 2021

Acceptance

We hope that this letter and the enclosed Terms and Conditions are helpful and accurately state the scope of the representation agreed upon. We intend to provide government relations services based on this letter, and will assume that this letter accurately reflects our mutual agreement, unless you promptly notify us in writing to the contrary. If you have any questions or wish to discuss any portion of this letter, please call me.

Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter in the space provided, and return the same to me.

Sincerely yours,

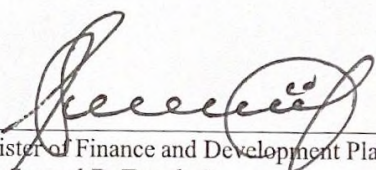
ICE MILLER LLP

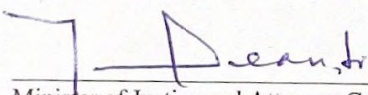
*Jarrod Loadholt/electronically signed*

Jarrod Loadholt

Acknowledged and Agreed:

Date: August 4, 2021

  
Minister of Finance and Development Planning  
H.E. Samuel D. Tweah, Jr.  
Republic of Liberia

  
Minister of Justice and Attorney General  
Cllr. Frank Musah Dean, Jr.  
Republic of Liberia

Enclosures: Terms and Conditions of Engagements for Ice Miller Legal Services  
Guillermo Christensen Biography  
Timothy M. Day Biography  
Strom Public Affairs Scope of Work (Exhibit A)  
Carbon Thread Scope of Work and Terms and Conditions (Exhibit B)  
cc: Accounting Department



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**ICE MILLER LLP****Terms and Conditions of Engagements for Legal Services**

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

**Our Responsibilities**

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

**Your Responsibilities**

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

**Client(s) Represented**

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the

engagement letter does not give rise to a lawyer-client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

**How We Will Work For You**

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

**How We May Communicate With You**

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

**About Our Fees**

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend



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in providing services. Our base hourly rates for work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

#### **Other Charges and Expenses**

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

#### **Estimates**

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

#### **Billing Procedures**

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

#### **Retainers**

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients

and existing matters. Unless there is a mutual written agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

#### **Your Consent to Future Conflicts of Interest**

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

#### **Document Retention**

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

#### **Personal Data from the European Economic Area**

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to



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obtain all appropriate consents, make any necessary disclosures, and take all other required steps to comply with any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

#### **Response to Audit Inquiries**

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator  
Ice Miller LLP  
One American Square, Suite 2900  
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$300 and a maximum of \$700, depending on the extent and number of any matters reported. However, the fee may exceed \$700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

#### **Termination or Withdrawal**

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor

counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

#### **Certain Limitations**

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

#### **Identification of Relationship**

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at [enews@icemiller.com](mailto:enews@icemiller.com).

Revised: July 2018



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Exhibit A

Strom Public Affairs  
2110 N. Beltline Blvd.  
Columbia, SC 29204

August 3, 2021

**VIA EMAIL**

Republic of Liberia  
Minister of Finance and Development Planning, H.E. Samuel D. Tweah Jr.  
Minister of Justice and Attorney General, Cllr. Frank Musah Dean, Jr.  
Monrovia  
Republic of Liberia

Your Excellencies:

This Agreement (the "Agreement") sets forth the terms under which the Republic of Liberia, referred to herein as "the Republic," has engaged Strom Public Affairs, LLC. ("Strom"), a South Carolina Limited Liability Company as a consultant to the Republic, commencing on the effective date of August 1, 2021 (the "Effective Date"). Specifically, the Republic requested that Strom, among other things, develop and execute a United States media and press engagement strategy for the Republic to raise the Republic's profile in U.S. media outlets, and to provide any supporting advisory work necessary in furtherance of the objectives of this Agreement.

I. SERVICES

As part of this Agreement, Strom will develop and execute a U.S. media and press engagement strategy for the Republic, President Weah, and key officials to raise the Republic's profile in U.S. media outlets and elevate President Weah's visibility with American and African-American audiences, and provide advisory services in furtherance of this Agreement. Such advice and assistance may include:

- Identifying a Washington, D.C. based communications firm with significant experience in both U.S. international press and U.S. Black media;
- Elevating of the Republic's profile in U.S. press and media outlets that positions President Weah as an emerging voice for the future of Africa;
- Identifying opportunities for President Weah and the Weah Administration to appear on U.S. television, radio, podcasts, etc. that cater to Black American audiences;
- Developing a content strategy to pitch print and digital outlets in the U.S. on stories related to the Liberian Bicentennial and other related efforts of the Republic; and,
- Repurposing and amplifying content from these efforts across a network of Liberian focused digital channels and influencers that relate to tourism, food, culture, governmental policy, etc.



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The Republic is not obligated to pay for consulting or advisory services or materials provided by Strom that are not included above. Unless separately granted in writing by the Republic, Strom does not have the authority to incur costs on behalf of or otherwise bind the Republic. Strom shall provide all services in compliance with all applicable law and regulation.

The Republic hereby acknowledges, though Strom's advisors' professional capabilities may include legal counsel, the Republic and Strom have not, by virtue of this Agreement or any other prior agreement, written or otherwise, formed an attorney-client relationship. The Republic acknowledges and agrees consulting services provided hereunder shall not constitute legal advice and further shall not supplant legal advice from the Republic's legal department or outside counsel. Should the Republic or its officers seek or require legal advice from Strom, the parties will first execute a separate written Attorney-Client Engagement Letter.

## II. TERM AND TERMINATION

Unless terminated earlier in accordance with the terms of this Agreement, the engagement commences on August 1, 2021 for a period of 36 months, with an option to renew the agreement for an additional 12 months.

The Republic may terminate this Agreement (i) for any reason upon thirty (30) days' prior written notice to Strom, or (ii) immediately upon providing Strom with written notice of a material breach of this Agreement by Strom. In the event the Republic terminates this Agreement in accordance with this provision, it shall be relieved from any remaining payments to Strom (excluding payments already due and owing as of the date of termination) for the remainder of the term of this Agreement. Strom must refund any prorated portion of the Advisory Fee prepaid by the Republic for work not yet performed.

Strom may terminate this Agreement in the event the Republic (i) materially breaches this Agreement or (ii) fails to timely remit any undisputed Advisory Fee pursuant to Section III hereunder, upon providing written notice of such breach and the Republic fails to cure the breach within five (5) days of receipt of such notice. The Republic is not relieved from paying any remaining balance if this Agreement is terminated due to a breach by the Republic of this provision.

## III. COMPENSATION

In consideration for the services rendered pursuant to this Agreement, the Republic agrees to pay Strom as follows:

Advisory Fee: SPA, through a separate statement of work enclosed herein, will be compensated \$120,000 per year invoiced monthly for an amount not to exceed \$10,000 USD per month, for a period of 36 months beginning on August 1, 2021, with an option to renew the agreement for a further 12 months. SPA will invoice the Republic directly.

Reimbursement: Upon request by Strom from time to time, the Republic shall reimburse Strom for pre approved out-of-pocket expenses incurred in connection with the engagement herein. Such expenses shall be payable within 30 days of submission of itemized statements to the the



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Republic. Any such out-of-pocket expenses shall be approved solely at the Republic's discretion and only made pursuant to prior written consent from the Republic.

#### IV. CONFIDENTIALITY

The Republic will make available to Strom all information necessary to carry out the services of this Agreement, which Strom reasonably requests, and will provide access to the Republic's officers, directors, employees, consultants and external support, as necessary. Strom shall be entitled to rely without investigation upon all information supplied to it by or on behalf of the Republic and shall not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, the same or to conduct any appraisal of assets. Any such materials and information provided by the Republic shall remain the sole and exclusive property of the Republic, and shall be returned immediately to the Republic upon the termination of this Agreement. Strom does not assume responsibility for the accuracy or completeness of information regarding the Republic. To the extent consistent with legal requirements, all information given to Strom by the Republic, unless publicly available due to no fault of Strom, or otherwise available to Strom without restriction or breach of any confidentiality agreement ("Confidential Information"), will be held by Strom in confidence and will not be disclosed to anyone other than Strom's agents and advisors who have a need to know or access such information, without the Republic's prior approval or used for any purpose other than those referred to in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall, in itself, prevent Strom from engaging in future transactions involving companies in a similar industry to the Republic, provided no Confidential Information is used in connection with such transaction and provided Strom does not represent companies or entities engaged in activities contravening the stated objectives of the Republic. In addition, the terms of this Agreement and the Republic's retention of Strom, including its team members, as an independent contractor shall be confidential information, unless, or to the extent, the Republic has provided written consent in each instance.

Any advice or opinions, written or oral, provided by Strom pursuant to this Agreement will be treated by the Republic as confidential, will be solely for the information and assistance of the Republic in connection with this Agreement and may not be quoted, nor will any such advice or the name of Strom be referred to, in any report, document, release or other communication, whether written or oral, prepared, issued or transmitted by the Republic or any affiliate, director, officer, employee, agent or representative of any thereof, without, in each instance, Strom's prior written consent; it being understood that the Republic may use Strom's work product listed under "Services" above as intended (e.g., communications plans, training modules, etc.).

Strom agrees, on behalf of itself and its principals, directors, executives, or officers, not to take any action or make any statement that would reasonably be expected to and actually does (i) bring the Republic into public disrepute, contempt, scandal or ridicule; (ii) shock or offend the public or any group or class thereof or that reflects unfavorably on the Republic; or (ii) defame the Republic or place any of its officers in a false light.

#### V. RELATIONSHIP OF PARTIES



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The Republic acknowledges and agrees that Strom has been retained solely to provide the advice and services set forth in this Agreement. Strom shall act as an independent contractor, and any duties of Strom arising out of this Agreement shall be owed solely to the Republic.

VI. OTHER TERMS

(a) Negative Behavior. Strom may, in its reasonable discretion, deem the Republic to be in material breach of this Agreement and immediately suspend or terminate this Agreement and all rights hereunder if the Republic engages in "Negative Behavior" as hereafter defined. Such termination by Strom shall not relieve the Republic of its obligation to remit Compensation owed for services rendered by Strom prior to such termination. Negative Behavior shall mean any action or statement by the Republic, including the Republic's officers that would reasonably be expected to and actually does (i) bring Strom into public disrepute, contempt, scandal or ridicule; (ii) shock or offend the public or any group or class thereof or that reflects unfavorably on Strom; or (ii) defame Strom, including Strom agents and employees, or place any of Strom's agents and employees in a false light.

(b) Attorneys' Fees. Should either party, their parent, subsidiaries or affiliates, hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or Strom's relationship with the Republic, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable, documented, out-of-pocket attorneys' fees and costs in such legal proceedings from the non prevailing party or parties.

(c) Choice of Law. The validity and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of South Carolina, regardless of the laws that might otherwise govern under the conflicts of laws principles.

(d) Entire Agreement. This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral Agreements, representations and warranties between them relating to the subject matter hereof other than the Confidentiality Agreement. This Agreement shall be binding upon and inure to the benefit of the Republic, Strom, each Indemnified Person and their respective successors and assigns.

(e) Amendment. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

(f) Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

(g) Construction. The headings and captions of this Agreement are provided for convenience of review only and are intended to have no effect in construing or interpreting this Agreement.



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The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

(h) Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other Agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

(i) Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by an officer or other person duly authorized of the party to be charged.

(j) Remedy for Breach. The parties hereto agree that, in the event of material breach or threatened material breach of any covenants by either party, the damage or imminent damage to the value and the goodwill of either party's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that either party shall be entitled to seek injunctive relief against the other in the event of any breach or threatened breach of any of such provisions by the parties hereto in addition to any other relief (including damages) available to the parties under this Agreement or under law.

(k) Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Strom's offices (as noted above), or to the Republic's principal office, as the case may be. For all day-to-day project management matters, communications should be directed to Bakari Sellers at bsellers@stromlaw.com.

## VII. INDEMNIFICATION AND LIMITATION OF LIABILITY

The Republic agrees to defend, indemnify and hold Strom and its affiliates, directors, officers, partners, agents and employees of Strom (collectively, the "Indemnified Persons"), harmless from and against any and all claims, actions, suits, proceedings, damages, liabilities, and expenses incurred by any of them (including but not limited to reasonable fees and expenses of counsel) (each, a "Claim"): (A) that arise out of any actions taken or omitted to be taken by Strom or any Indemnified Person as requested by the Republic in its engagement of Strom hereunder; or (B) that otherwise arise out of Strom's activities on behalf of the Republic pursuant to Strom's engagement hereunder, except to the extent such Claim arises solely from Strom's gross negligence, willful misconduct, material breach of this Agreement, or breach of any applicable law or regulation by the Indemnified Persons, in which instance the Republic has no duty to indemnify the Indemnified Persons and Strom must indemnify the Republic (including its officers, directors, employees, agents and assigns) for the same. The indemnifying party shall reimburse any indemnified person for all expenses (including, but not limited to, reasonable, documented, out-of-pocket fees and expenses of outside one counsel) incurred by such indemnified person in connection with investigating, preparing or defending any such Claim in which any indemnified person is a named party. The defense clause herein shall be exercisable at a party's sole election upon notice of a Claim. Notwithstanding the exercise of such a defense



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clause, a party may not compromise or settle any Claim, without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES.

The Republic's indemnification obligations under this Agreement shall be in addition to and shall in no way limit or otherwise adversely affect any rights that an Indemnified Person may have at law or at equity.

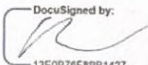
VIII. LICENSURE; INSURANCE

Strom agrees that during the term of this Agreement it shall maintain all appropriate licensure and policies of insurance sufficient to cover its obligations, liabilities and indemnification obligations described in this Agreement.

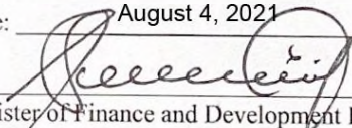
After reviewing this Agreement, please confirm that the foregoing is in accordance with your understanding by signing and returning the duplicate of this letter attached hereto, whereupon it shall be our binding Agreement. We look forward to working with you on this very important assignment.

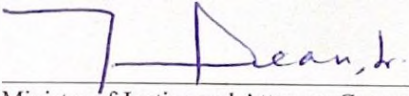
Very truly yours,

STROM PUBLIC AFFAIRS, LLC

By:   
13E0B76F89B1477  
Bakari T. Sellers  
Member, Strom Public Affairs, LLC

Acknowledged and Agreed:

Date: August 4, 2021  
  
Minister of Finance and Development Planning  
H.E. Samuel D. Tweah, Jr.  
Republic of Liberia

  
Minister of Justice and Attorney General  
Cllr. Frank Musah Dean, Jr.  
Republic of Liberia

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**Exhibit B**

2021-2022 BRAND  
REFRESH, REPUBLIC OF  
LIBERIA  
*Initiative Statement Of Work  
(SOW)*

This Statement of Work (the "Statement of Work" or "SOW") is entered into as of the 1<sup>st</sup> day of August 2021 ("SOW Effective Date") by and between **Carbon Thread** ("Agency"), **Republic of Liberia** ("Client"). This SOW reflects the final pricing and requirements and terms and conditions for the Services, except where otherwise specified in the attached Terms & Conditions ("Agreement"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. For purposes of this Statement of Work, each of the Client and Agency may be referred to as a "Party" and together as the "Parties".

The term of this SOW shall begin on the SOW Effective Date and continue through **August 1, 2022**, unless otherwise terminated in accordance with the Agreement or this SOW (the "Term"). Neither Agency nor Client will be assessed or required to pay any charge or fee for work that occurs after this SOW expires.

**2. SERVICES, TIMELINE, DELIVERABLES, REPORTS, ACCEPTANCE AND PRICING**

Services: All Services provided hereunder will be performed from within the United States and Republic of Liberia.

Service Description
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**CARBON THREAD AGENCY** will work with the **REPUBLIC OF LIBERIA** brand to ideate, develop, and deploy an online strategy in accordance with the development of the brand image to meet objectives and key priorities.

**CARBON THREAD AGENCY** will engage (where applicable) a cross-functional team of Agency's content strategists/producers, brand experts, and industry experts. All planning will be informed and developed, by insights identified by Agency.

The following outlines the key roles and deliverables for this SOW. Agency has been provided a program brief by Client, which outlines the objectives that have been agreed upon by both parties. In addition, Agency will work alongside Client, as well as any identified third-party agency, to support and amplify program development.

Service Deliverables For: REPUBLIC OF LIBERIA
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Program Element	Activities
<b>Phase 1.0: Onboarding &amp; Assessment</b>  <b>Timeline: 1-2 Months</b>	<p><b>OBJECTIVE</b></p> <ul style="list-style-type: none"> <li>● Craft a comprehensive brand, digital, and creative plan for the Republic and President Weah with a focus on elevating the profile of Liberia's Reunion Bicentennial, tourism, and culture with Black Americans.</li> </ul> <p><b>ONBOARDING &amp; ASSESSMENT</b></p> <ul style="list-style-type: none"> <li>● During the first 2 months of our engagement, Carbon Thread will take inventory of each of the Republic's brand, creative, digital, and technology assets to identify areas of opportunity and provide a report on our findings, with detailed recommendations driven by insights and overall objectives. We will assess the following items, but not limited to: <ul style="list-style-type: none"> <li>● Profiles (Facebook, Instagram, YouTube, LinkedIn) and overall effectiveness in meeting organizational objectives.</li> <li>● Republic's website assets including tourism, embassy, etc. and overall effectiveness in meeting organizational objectives.</li> <li>● Republic's communication and messaging efforts and overall effectiveness in meeting organizational objectives.</li> <li>● Republic's content properties and overall effectiveness in meeting organizational objectives.</li> </ul> </li> <li>● We will collaborate with key leaders and stakeholders of the Republic to align on a specific set of activities to be executed over the subsequent 3, 6, 9, and 12 months.</li> </ul>



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<p><b>Phase 1.1: Strategy &amp; Execution of Digital &amp; Content Recommendation.</b></p> <p><b>Timeline: 12 Months</b></p>	<p><b>CORE FOCUS AREAS OF STRATEGY &amp; EXECUTION</b></p> <p>Carbon Thread will develop a comprehensive branding, digital, and creative strategy to be executed by the CT team with any additional support from the appropriate vendors sourced by CT and vetted and approved by the Republic. We will:</p> <ul style="list-style-type: none"> <li>• Identify the most compelling stories and elements related to Liberia and it's culture and create long and short-form content designed to create emotional connections and encourages people to engage and learn more about the country.</li> <li>• Identify audiences and deploy relevant content that delivers value (entertainment, educational, inspirational, etc.) at scale.</li> <li>• Leverage a network of micro &amp; macro influencers to amplify these efforts globally, among their existing audiences and beyond.</li> <li>• Strategize and extend the life of content through relevant publisher networks that multiplies reach and guarantees visibility/consumption.</li> <li>• Develop regular cadence of fresh and new content to be deployed, daily, weekly, and monthly to ensure the Republic stays top-of-mind and is viewed as a welcoming culture.</li> </ul>
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<p><b>ACCOUNT MANAGEMENT:</b></p>	<ul style="list-style-type: none"> <li>• Account management including, but not limited to, regular client calls/work sessions</li> <li>• Development and ongoing management of project timeline</li> <li>• Work within and manage the design/production/event budget parameters as established with brand</li> <li>• Value engineering: Recommend solutions for executing elements within the budget – maximizing quality and minimizing expense wherever possible</li> <li>• Participate in event/campaign debrief or provide evaluation notes as requested</li> <li>•</li> </ul>
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Assumption
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The Client will provide the following:

- Final design review and approval of all digital and creative assets prior to launch.
- Approval of budget and scope of work of all recommended vendors.

**Fee Billing.** Agency shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and the budget cap and not based on actual hours. Agency shall not be obligated to provide Client with detailed hourly billing detail.

**Expense Billing.** Agency shall invoice Client the actual out-of-pocket expense amount(s) in accordance with the terms below. Actual expenses may vary from any estimated amounts provided in the budget presented during the "discovery" phase of the relationship. All expenses must be pre-approved in writing by Client.

**Invoicing Schedule.**

Agency shall invoice Client for actual fees accrued by the 10<sup>th</sup> business day of the month following the month in which Services are rendered. Invoices shall reflect the retainer fee and pre-approved pass through expenses in the previous month for this project.

MONTHLY PHASING	FEE	DETAIL
August 2021 (1 Month)	\$20,000.00/mo.	Phase 1.0: Discovery, Ideation, Strategy
September 2021-August 2022 (11 Months)	\$20,000.00/mo.	Phase 1.1 – 1.12: Execution
<b>TOTAL</b>	<b>\$240,000.00/yr.</b>	

OTHER EXPENSES (POTENTIAL)	FEE	DETAIL
Travel & Accommodations	TBD (if necessary)	



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TOTAL		-
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IN WITNESS, WHEREOF, Agency and Client have executed this SOW including the attached Agreement on the date written below.

CARBON THREAD AGENCY, LLC

By: Brian Fitch Digitally signed by Brian FitchName: Brian FitchTitle: CEODate: 8/3/2021Date: August 4, 2021Date: August 4, 2021

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## Terms & Conditions ("Agreement")

### 1. Online Advertising and Marketing Services

Carbon Thread Agency, LLC ("Carbon Thread Agency") offers a variety of services to improve a website's online visibility. By engaging us, you and Carbon Thread Agency agree to the Terms & Conditions set forth below. If you have questions, or if we may be of any service, please do not hesitate to contact us.

Carbon Thread Agency provides digital & content strategy, brand design & development, website design and development, mobile app design and development, search engine optimization and associated services on a local, national and international basis. If it is necessary as part of the search engine optimization services we provide and after obtaining your prior written consent, we submit information on your behalf to various providers for whom you must agree to their terms and conditions. These providers may include, but are not limited to Google, Yahoo, MSN/Bing, Yellowpages.com, Superpages.com, Yellowbook.com, Yelp, local online newspapers, Facebook, YouTube and other sites. The terms and conditions of these providers that you consent to will apply. Carbon Thread Agency will not share your information with any business other than in the course of securing search engine optimization services on your behalf.

### 2. Advertising Material

You authorize Carbon Thread Agency to develop content based on information or material provided by you or your designees and collected by Carbon Thread Agency including copy, form, size, text, graphics, names, addresses, phone numbers, URLs, logos, trade names, trademarks, service marks, endorsements, photographs or likenesses, and videos. Further, you represent that the material and information you provide to Carbon Thread Agency is truthful, not misleading, and that you have the authority to represent this product and service information to the Carbon Thread Agency.

### 3. Unacceptable Practices

As Carbon Thread strives to offer the very best service, there are certain guidelines and policies that must govern Carbon Thread's efforts and relationships with its clients. Practices that are in violation of these guidelines and policies are strictly forbidden and may result in the immediate termination of Carbon Thread's services. Such decisions are at the sole discretion of the Carbon Thread. Unacceptable practices include, but are not limited to:

- Offensive or otherwise distasteful material
- Content or language that is harmful to minors in any way
- Intentional Distribution of internet viruses or other harmful or destructive activities
- Hacking and cracking
- Scams or phishing for personal information
- Defamatory, hateful or revenge content or language.
- Illegal activities such as Ponzi schemes, pyramid schemes, fraudulent charging of credit cards, copyright violations, plagiarism,
- Piracy, and all unauthorized use of materials or content that infringes on third parties' intellectual properties
- MLM without a legitimate product or service, with a front product or service, or where the primary intent is to recruit new members rather than to sell products
- Intentional or unintentional violations of any applicable local, state, national or international law.
- Reselling of email accounts or hosting accounts to third parties.
- Reselling of any Carbon Thread services including, but not limited to, design services, updates, and use of Carbon Thread resources without written agreement.

### 4. Fees

You agree to pay Carbon Thread Agency fees to associated to complete the project up to an amount not to exceed what is stated in your most recent Carbon Thread Agency Statement Of Work (SOW). All fees are due as stated in the SOW.

All credit card payments require a 3% processing fee. If an account becomes 45 days past due, all project and campaign activities will be paused until payment is made and the account is current. At 90 days past due, the account is to be handed over to collection.



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5. Payment

The Client agrees to compensate the Carbon Thread Agency for the Services agreed upon between the Client and the Company as set out in this Agreement and defined in the SOW. Payments shall be made as set forth in the SOW for Services rendered by the Company in that month. Marketing and website development projects may be paused if payment has not been made by payment due date; re-initiation fees may apply.

6. Term

The Carbon Thread Agency Contract specifies the specific term for which the project is to be completed. For additional work that is to be completed, Carbon Thread and the Client will mutually agree to terms and services where applicable, in a separate statement of work.

7. Representations and Warranties; License and Grant of Rights

You represent and warrant that you have and will continue to have the absolute and unrestricted right to publish and use all information you have provided for your project and that the content does not infringe on the rights of any third party and that it complies with all local, state and federal laws and regulations. Carbon Thread Agency represents and warrants that the Services will be performed in a good and workmanlike manner in accordance with applicable industry standards and practices and the SOW for a period of 90 days, that it has obtained all necessary rights to comply with its obligations under this Agreement and to allow you to exercise your rights under this Agreement, and that it will in the performance of the Services comply with all applicable laws and regulations.

8. Indemnification

Each party warrants that its respective performance of the terms of this agreement will not in any way constitute infringement or violation of any copyright, trade secret, trademark, patent, invention or any other nondisclosure rights of any third party. Carbon Thread Agency will indemnify, defend and hold harmless Client against all costs (including attorney fees), damages and liabilities arising from any claims of infringement or misappropriation of any IP rights of third parties with respect to the Services. You will indemnify, defend and hold harmless Carbon Thread Agency against all costs (including attorney fees), damages and liabilities arising from any claims of infringement or misappropriation of any IP rights of third parties with respect to any IP provided by Client to Carbon Thread Agency for use in the Services.

8. No Guarantees

You acknowledge and agree that Carbon Thread Agency makes no specific guarantee or warranty regarding the website performance after a period of 90 days following completion of the Services. Carbon Thread Agency does not warrant that the performance will be error-free but will immediately act to correct errors once they have been identified.

9. Disclaimer of Warranties

To the maximum extent permitted by applicable law, Carbon Thread Agency and its suppliers disclaim all warranties not expressly set forth in this document, whether express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to Carbon Thread Agency services.

10. Limitation of Liability and Applicable Law

The maximum aggregate liability Carbon Thread Agency may have to you except for liability under Section 8 of this Agreement, will be limited to the total amount of fees collected from you. Carbon Thread Agency will have no liability in connection with the functionality or content of any search provider or internet publisher or website not owned by Carbon Thread Agency. This agreement shall be governed and construed by the laws of the State of Georgia. Any claims against this agreement other than pursuant to liability under Section 8 of this Agreement must be made within 6 months from the date of the subject of the claim and must be made in writing to: Carbon Thread Agency, 967 Vineyard Circle, Stone Mountain, GA, 30083. Attention: Brian Fitch. Should a claim arise, you agree to waive a trial by jury and to first seek resolution by arbitration in Fulton County, Georgia using a mutually agreed upon member of the American Arbitration Association.



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11. Force Majeure

Neither you nor Carbon Thread Agency will be in breach of its obligations under these Terms and Conditions (other than obligation to pay monies due for Services properly performed) in the event that, for cause(s) beyond reasonable control, each party is unable to perform, in whole or in part, any one or more of its obligations. Such causes will include, but not be limited to governmental regulation, fire or other causality, inability to obtain materials or services, technical failure or difficulties, problems or interruptions of the internet, or any other cause not within the reasonable control of either party.

12. Confidentiality

You may disclose to Carbon Thread Agency information and materials of a confidential and proprietary nature ("Confidential Information"). Your Confidential Information will include non-public information provided by you to Carbon Thread Agency while performing the Services. Carbon Thread Agency will: (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information for purposes of this Agreement and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) promptly notify you upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement. Upon termination of this Agreement, we will upon your request and direction either promptly return your Confidential Information (including all copies), or certify in writing that all such Confidential Information has been destroyed. These obligations do not apply to information which: (a) is already publicly known when disclosed or becomes publicly known through no act or omission of us; (b) is already known to the receiving party when disclosed; (c) is lawfully received without restrictions from other sources; or (d) is independently developed by us without breach of this Agreement. Confidential Information may be disclosed under a court order or if disclosure is otherwise required by law, provided, however, that we shall use reasonable efforts to give sufficient prior notice to you to challenge or obtain restrictions on such release.

13. Ownership

All works, materials, software, documentation, deliverables, methods, apparatus, systems and the like prepared, developed, conceived, or delivered as part of or in connection with the Services under the SOW, and all tangible embodiments thereof, shall be considered "Work Product." "IP" means all intellectual property including without limitation all patents, inventions, trademarks, service marks, trade names and trade dress, copyrights and copyrightable works, trade secrets, know-how, design rights and database rights. Client shall have exclusive title and ownership rights including all IP rights, throughout the world in all Work Product (excluding Pre-Existing Materials) developed in connection with the SOW. Carbon Thread Agency hereby assigns and agrees to assign to you all of our right title and interest, including IP and ownership rights, in the Work Product. All copyrightable aspects of the Work Product will be considered "works made for hire" (as that term is used in Section 101 of the U.S. Copyright Act, as amended). Work Product expressly excludes any and all Pre-Existing Materials, and Carbon Thread Agency or its licensors retain, on an exclusive basis, all right, title and interest, and all IP rights, throughout the world in and to any and all Pre-Existing Materials. "Pre-Existing Materials" means, in any form or media, any software (in source code or object code format) libraries, tools, products, algorithms, subroutines, applets, know-how, ideas, techniques, materials, photographs, architecture, methodologies, concepts, trade secrets and other proprietary information, any other pre-existing materials, and records or documentation of each of the foregoing, that were owned or licensed by Carbon Thread Agency independent of or prior to entering into the applicable SOW. Carbon Thread Agency hereby grants, subject to its receipt of full payment under the SOW, to Client a non-exclusive, non-transferrable, royalty-free, and limited license under Carbon Thread Agency's IP rights in and to the Pre-Existing Materials to use solely those Pre-Existing Materials actually embedded or included within such Work Product, solely for the purposes set forth in the SOW, solely as so embedded or included in conjunction with the Services.

14. Assignment

Carbon Thread Agency may assign, delegate or subcontract any rights or obligations under these Terms & Conditions and Carbon Thread Agency retains responsibility for all obligations subcontracted hereunder and will indemnify, defend and hold harmless Client against any claim, damage or expense arising from or related to the acts or omissions of Carbon Thread Agency's subcontractors.

15. Miscellaneous

These Terms & Conditions and the SOW represent the parties' entire agreement with regard to Carbon Thread Agency's provision of services. Agreement with these terms and conditions is upon signature of Carbon Thread Agency, and it will be binding upon you and your successors.

16. Authority

The person signing the Agreement certifies that (s)he is lawfully authorized to purchase services on behalf of your company.

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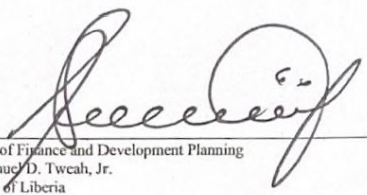
17. Effective Upon Execution

Terms and Conditions are binding on both parties on the date the Statement of Work is signed and/or payment is made.

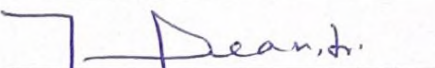
IN WITNESS, WHEREOF, Agency and Client have executed these Terms & Conditions on the date written below.

CARBON THREAD AGENCY, LLC ("Agency")

By: Carbon Thread by Brian Fitch  
Name: Brian Fitch  
Title: CEO  
Date: 8/3/2021

  
Minister of Finance and Development Planning  
H.E. Samuel D. Tweah, Jr.  
Republic of Liberia

Date: August 4, 2021

  
Minister of Justice and Attorney General  
Cllr. Frank Musah Dean, Jr.  
Republic of Liberia

Date: August 4, 2021